

Cardillo & Corbett  
Attorneys for Plaintiff  
WORLDWIDE SHIPPING LTD.  
29 Broadway  
New York, New York 10006  
Tel: (212) 344-0464  
James P. Rau (JR-7209)

**JUDGE PRESKA**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

**07 CV 11622**

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WORLDWIDE SHIPPING LTD.,

Plaintiff,

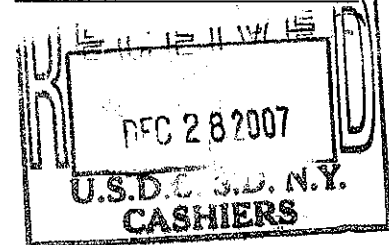
-against-

AUPPERLE SPEDITION AND LOGISTIK  
GMBH d/b/a AUPPERLE GMBH d/b/a  
SPEDITION AUPPERLE GMBH,

Defendant.  
-----X

ECF

VERIFIED COMPLAINT



Plaintiff, WORLDWIDE SHIPPING LTD. ("Plaintiff"), by and through its attorneys, Cardillo & Corbett, as and for its Verified Complaint against the Defendant AUPPERLE SPEDITION AND LOGISTIK GMBH d/b/a AUPPERLE GMBH d/b/a SPEDITION AUPPERLE GMBH ("Defendant") alleges, upon information and belief as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.

THE PARTIES

2. At all material times to this action Plaintiff was, and still is, a foreign business entity duly organized

and existing under the laws of the Republic of Seychelles.

3. At all times material to this action, Defendant was, and still is, a foreign business entity organized and existing under the laws of a foreign country with an address at Lugwaldstrasse 22, D 75417 Mühlacker, Germany. Upon information and belief, Defendant does business under the names, AUPPERLE SPEDITION AND LOGISTIK GMBH d/b/a AUPPERLE GMBH d/b/a SPEDITION AUPPERLE GMBH.

DEFENDANT'S BREACH OF CONTRACT

4. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-3 of this Complaint as if set forth at length herein.

5. By liner booking notes dated November 20, 2007 and November 21, 2007, Plaintiff, as disponent owner, chartered the M/V CELINE (the "Vessel") to Defendant, as Charterer, to carry a part cargo of steel from two load ports in Turkey to Doha, Qatar (the "Booking Notes").

6. The cargo was loaded on board the Vessel at the two load ports and a bill of lading was issued and signed for each dated December 12, 2007 and December 19, 2007, respectively.

7. Under the terms of the Booking Notes freight in the amount of \$1,198,171.56 was incurred and payable to Plaintiff.

8. Plaintiff has demanded payment of said freight, but Defendant has failed and refused to pay.

9. The Booking Notes provide that any disputes arising under the Booking Notes shall be referred to arbitration in London under English law, and Plaintiff reserves its right to commence arbitration thereunder.

10. Interest, costs and attorneys' fees are routinely awarded to the prevailing party by arbitrators in London pursuant to English law. As best as can now be estimated, the following amounts can be expected to be recovered in the action.

A. On the principal claim:	\$1,198,171.56
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B. Interest, arbitration fees and attorneys' fees:	\$200,000.00
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TOTAL:	\$1,398,171.56
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DEFENDANT NOT FOUND WITHIN THE DISTRICT

11. Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, property within this District and subject to the jurisdiction of this Court, held in the hands of garnishees including, but not limited to, ABN Amro Bank NV, American Express Bank, Bank

of America, Bank of Communications New York Branch, Bank of New York, Barclays Bank, BNP Paribas, Citibank, Deutsche Bank, J.P Morgan Chase, Standard Chartered Bank, UBS AG, and/or Wachovia Bank, which are believed to be due and owing to Defendant.

12. Plaintiff seeks an order from this court directing the Clerk of the Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of Defendant held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over Defendant and to secure Plaintiff's claims as described above.

**WHEREFORE,** Plaintiff prays:

A. That process in due form of law issue against Defendant citing it to appear and answer under oath all and singular the matters alleged in the Complaint.

B. That since Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of the Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims

and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all tangible or intangible property in whatever form or any other funds held by any garnishee, including, but not limited to, ABN Amro Bank NV, American Express Bank, Bank of America, Bank of Communications New York Branch, Bank of New York, Barclays Bank, BNP Paribas, Citibank, Deutsche Bank, J.P Morgan Chase, Standard Chartered Bank, UBS AG, and/or Wachovia Bank, which are due and owing to Defendant, in the amount of \$1,398,171.56 to secure Plaintiff's claims and that all persons claiming any interest in the same be cited to appear and pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims answer the matters alleged in the Complaint.

C. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeal thereof; and

D. That the Plaintiff has such other, further and

different relief as the Court may deem just and proper.

Dated: New York, New York  
December 28, 2007

CARDILLO & CORBETT  
Attorneys for Plaintiff  
WORLDWIDE SHIPPING LTD.

By: 

James P. Rau (JR 7209)

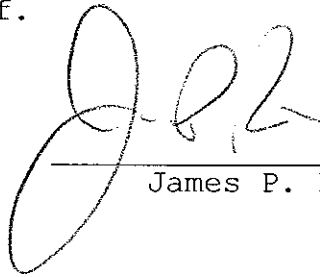
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29 Broadway, Suite 1710  
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Tel: (212) 344-0464  
Fax: (212) 797-1212

### ATTORNEY'S VERIFICATION

State of New York )  
 ) ss.:  
County of New York)

1. My name is James P. Rau.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am a partner in the firm of Cardillo & Corbett, attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on

behalf of the Plaintiff.



James P. Rau

Sworn to this 28th day  
of December, 2007

  
NOTARY PUBLIC

CHRISTOPHER B. COSTAS  
Notary Public, State of New York  
No. 91-0773593  
Qualified in New York County  
Commission Expires April 30, 2011